

C-5001

**AGREEMENT FOR REPAIR SERVICES
WITH EVAN'S ROOFING COMPANY, INC. FOR AS-NEEDED ROOF REPAIR
SERVICES**

THIS AGREEMENT FOR REPAIR SERVICES ("Agreement") is made and entered into as of this 1 day of November, 2011 ("Commencement Date") by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation and charter city ("City"), and EVANS ROOFING COMPANY, INC, a California corporation ("Contractor"), whose principal place of business is 2020 South Yale Street, Santa Ana CA 92704 and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City requires Citywide roof repair services on an as-needed basis for City facilities.
- C. City desires to engage Contractor to as-needed Citywide repair work for damaged roofs, awnings, rain gutters and appurtenances ("Project").
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, and is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the price specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Commencement Date, and shall terminate on October 31, 2013, unless terminated earlier as set forth herein.

2. SCOPE OF WORK

2.1. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Contractor shall perform all the work described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference ("Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.2. Contractor shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1. Upon verbal or written request from the Project Administrator (as defined below in Section 5), Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

3.1.1. A detailed description of the Services to be provided;

3.1.2. The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

3.1.3. The estimated number of hours and cost to complete the Services; and

3.1.4. The time needed to finish the specific Project.

3.2. No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

4. COMPENSATION

4.1. City shall pay Contractor for the Services on a time and expense not-to-exceed basis, in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit C and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without the prior written approval of the City. Contractor's total compensation for Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00)** without written amendment to the Agreement.

4.2. Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name of the person and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task from the Scope Services attached hereto which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures.

City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City staff.

4.3. City shall reimburse Contractor only for those costs or expenses specifically approved in the Scope of Services attached hereto. Unless otherwise approved, such costs shall be limited and include nothing more than the actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

4.4. Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the Project Administrator (as defined in Section 5 below) to be necessary for the proper completion of the Project, but which is not included within the Scope of Work and which the City and Contractor did not reasonably anticipate would be necessary. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates set forth in Exhibit C.

5. ADMINISTRATION

This Agreement will be administered by the Municipal Operations Department. The Operations Support Superintendent, or his/her designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his/her authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

6. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

6.1. Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed unless approved in advance by the Project Administrator.

6.2. All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with highest professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City.

7. RESPONSIBILITY FOR DAMAGES OR INJURY

7.1. City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

7.2. Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by the Contractor.

7.3. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

7.4. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

7.5. Contractor shall perform all Project Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Project Work.

7.6. To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

7.7. The rights and obligations set forth in this Section shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

City has retained Contractor as an independent contractor and neither Contractor nor its employees are to be considered employees of the City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

9. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Contractor on the Project.

10. INSURANCE

10.1. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. The cost of such insurance shall be included in Contractor's bid.

10.2. Coverage and Limit Requirements.

10.2.1. Workers' Compensation. Contractor shall maintain Workers' Compensation Insurance providing statutory benefits and employer's liability insurance with limits of at least one million dollars (\$1,000,000) each type for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers. Contractor shall submit to City, along with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

10.2.2. General Liability. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and two million dollars (\$2,000,000) Products and Completed Operations Aggregate for bodily injury, personal

injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as that provided by Insurance Services Office form CG 00 01. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing.

10.2.3. Automobile Liability. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

10.2.4. Builders Risk. For Agreements or Contracts with Construction/Builders Risk property exposures, Contractor shall maintain Builders Risk insurance or an installation floater as directed by City, covering damages to the Work for "all risk" or special form causes of loss with limits equal to one hundred percent (100%) of the completed value of contract, with coverage to continue until final acceptance of the Work by City. At the discretion of City, the requirement for such coverage may include additional protection for Earthquake and/or Flood. City shall be included as an insured on such policy, and Contractor shall provide the City with a copy of the policy.

10.3. Other Insurance Provisions or Requirements.

10.3.1. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and an additional insured endorsement for general liability. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance or issuance of any permit. Current evidence of insurance shall be kept on file with City at all times during the term of this Agreement. All of the executed documents referenced in this Agreement must be returned within ten (10) working days after the date on the "Notification of Award," so that the City may review and approve all insurance and bond documentation. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.3.2. General liability insurance provisions. Primary and excess or umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

10.3.2.1. City, its elected or appointed officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected or appointed officers, officials, employees, agents or volunteers. Contractor

shall submit to City a copy of the additional insured endorsement along with the required certificates of insurance.

10.3.2.2. Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects City, its elected or appointed officers, agents, officials, employees and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Contractor's operations or services provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3.2.3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

10.5. Notice of Cancellation. Contractor agrees to oblige its insurance broker and insurers to provide to City with 30 days notice of cancellation (except for nonpayment for which 10 days notice is required) or nonrenewal of coverage for each required coverage except for builder's risk insurance. The builder's risk policy will contain or be endorsed to contain a provision providing for 30 days written notice to City of cancellation or nonrenewal, except for nonpayment for which 10 days notice is required.

10.6. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with the contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.

10.7. Timely Notice of Claims. Contractor shall give City prompt and timely notice of any claim made or suit instituted arising out of or resulting from Contractor's performance under this agreement.

10.8. Waiver. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow

Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

10.9. Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

10.10. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

10.11. City's Remedies. City shall have the right to order the Contractor to stop Work under this Agreement and/or withhold any payment(s) that become due to Contractor hereunder until Contractor demonstrates compliance with the requirements of this article. In the alternative, City may purchase the required coverage and charge Contractor the cost of the premiums or deduct the cost from Contractor's payments.

10.12. Coverage not Limited. All insurance coverage and limits provided by contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this agreement or any other agreement relating to the city or its operations limits the application of such insurance coverage.

10.13. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Services under this or any other contract or agreement with the City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

11. PREVAILING WAGES

Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Contract shall be paid to all workmen employed on the Work to be done according to the Contract by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of

Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

12. SUBCONTRACTING

City and Contractor agree that subcontractors may be used to complete the Work outlined in the Scope of Work provided the Contractor obtains City approval prior to the subcontractor performing any work. Contractor shall be fully responsible to City for all acts and omissions of the subcontractors. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

13. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

14. CONFLICTS OF INTEREST

14.1. The Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

14.2. If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

15. NOTICES

15.1. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to City by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Operations Support Superintendent
Municipal Operations Department
City of Newport Beach
3300 Newport Blvd.
PO Box 1768
Newport Beach, CA 92658
Email: JAuger@newportbeachca.gov
Phone: 949-718-3477

15.2. All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Tony Baratto
Evans Roofing Company, Inc.
2020 South Yale Street
Santa Ana, CA 92704
Email: TBaratto@Evansroofing.com
Phone: 714-285-1180

16. NOTICE OF CLAIMS

16.1. Unless a shorter time is specified elsewhere in this Contract, before making its final request for payment under the Contract, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Contract. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Contract except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Contract and Contract Documents, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Tort Claims Act (Govt. Code §§ 900 et seq.).

17. TERMINATION

17.1. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are

reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

17.2. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all materials purchased in performance of this Agreement.

18. WARRANTY

Contractor agrees that the scheduled roof maintenance repairs installed pursuant to this Agreement shall be covered by a one year wear warranty as outlined in the Warranty Information, attached hereto as Exhibit D and incorporated in full by this reference.

19. STANDARD PROVISIONS

19.1. Compliance with all Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

19.2. Waiver. A waiver by City of any term, covenant, or condition in the Contract shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

19.3. Integrated Contract. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Contracts of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

19.4. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Contract and the Exhibits attached hereto, the terms of this Contract shall govern.

19.5. Amendments. This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

19.6. Effect of Contractor's Execution. Execution of this Contract by Contractor is a representation that Contractor has visited the Project Site, has become familiar with the local conditions under which the Work is to be performed, and has taken into consideration these factors in submitting its Project Proposal and Scope of Work.

19.7. Controlling Law and Venue. The laws of the State of California shall govern this Contract and all matters relating to it and any action brought relating to this Contract shall be adjudicated in a court of competent jurisdiction in the County of Orange.

19.8. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

19.9. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

19.10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.11. No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

19.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 10/19/11

By: [Signature]
Leonie Mulvihill
Assistant City Attorney

KGA
10/17

ATTEST:

Date: 11-8-11

By: [Signature]
Leilani I. Brown
City Clerk



**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 11/4/11

By: [Signature]
Dave Kiff
City Manager

**CONSULTANT: Evans Roofing Company,
Inc., a California corporation**

Date: _____

By: [Signature]
Tony Baratto
President

Date: _____

By: [Signature]
Lorena Burciaga
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A -Scope of Work/ Schedule
 Exhibit B -Map of Facilities
 Exhibit C -Schedule of Billing Rates
 Exhibit D -Warranty Information

EXHIBIT A

Scope of Work

Scope of Services

Furnish all labor, equipment, materials, and supervision to perform repair as described herein including, but not limited to, the following:

1. Removal and replacement damaged roofs, awnings, and appurtenances.
2. Repair of minor leaks.
3. Cleaning and inspecting roofs, roof drains and rain gutters, including recovering and disposing of all debris and/or water for City facilities (Exhibit B).
4. Response is required within two hours after the request from the Project Administrator has been made.
5. If an emergency happens after normal business hours (Monday through Friday, 7:00am to 3:30pm), contact is required within 30 minutes after the initial call.

EXHIBIT B

Map of Facilities



Location of Facilities

Balboa Branch Library	100 East Balboa Blvd
Balboa Community Center	1714 W Balboa Blvd
Balboa Island Fire Station	124 Marine Ave
Balboa Peninsula Fire Station	110 E. Balboa Blvd
Bonita Creek Park & Community Center	3010 La Vida
Carroll Beek Community Center	115 Agate Ave
Central Library	1000 Avocado Ave
City Hall	① 3300 Newport Blvd
Cliff Drive Park & Community Center	301 Riverside Ave
Corona Del Mar Branch Library	420 Marigold Ave
Corona Del Mar Fire Station	410 Marigold Ave
Corporation Yard	② 592 Superior Ave
Ensign View Park and Theater Arts Center	2501 Cliff Dr
Fashion Island Fire Station	868 Santa Barbara Drive
Grant Howald Park & Community Youth Center	3000 Fifth Ave
Lido Isle Fire Station	475 32 nd St
Lifeguard Headquarters	70 Newport Pier
Mariners Fire Station	1348 Irvine Ave
Mariners Branch Library	1300 Irvine Ave
Mariners Park & VJ Community Center	1300 Irvine Ave
Newport Coast Community Center	6401 San Joaquin Hills Rd
Newport Coast Fire Station	6502 Ridge Park Rd
OASIS Senior Center	801 Narcissus Ave
San Joaquin Hills Park	1550 N Crown Dr
Santa Ana Heights Fire Station	20401 Acacia St
West Newport Community Center	883 W 15 th St
Utilities Yard	③ 949 W. 16 th St

EXHIBIT C
Schedule of Rates

Hourly Rate	\$75.00
--------------------	----------------

EXHIBIT D

Warranty

Scheduled maintenance repairs will include a one-year warranty that is limited to repair of the leak at no additional charge to the city. No responsibility for property or personal damage is included. Leaks that result from mechanical or other building improvements and leaks that are repaired in the rain are not included.